

## 23. Miscellaneous

- 23a Disposal Plan Waste Stream Fee to the  
Oklahoma Department of Environmental Quality 1 each \$ 100.00 \$ 100.00
- 23b Costs for disposal of materials not included  
elsewhere in this Schedule shall be at the either  
the contractor's documents standard rate or the  
contractor's documented cost. \$ Reimbursed at cost
- 23c Costs for labor, services, equipment, or supplies \$ Reimbursed at cost

## PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

## C.1 STATEMENT OF WORK

(a) Scope

(1) The contractor shall provide labor, materials and services needed to dispose of hazardous and industrial waste materials generated at the Mike Monroney Aeronautical Center (MMAC) and associated FAA facilities within 60 miles of MMAC.

(2) The contractor shall provide labor and materials for performance of hazardous material management projects and emergency response activities at MMAC and associated FAA facilities within 60 miles of MMAC on an as-needed basis.

(3) Work shall be performed in accordance with all applicable federal, state and local regulatory requirements.

(b) Regulatory Requirements

Disposal of waste materials, performance of projects, and emergency response activities shall comply with the following and all other applicable regulatory requirements.

## Federal:

- 40 CFR 260, EPA General Regulations for Hazardous Waste Management
- 40 CFR 261, EPA Regulation for Identifying Hazardous Waste
- 40 CFR 262, EPA Regulations for Hazardous Waste Generators
- 40 CFR 263, EPA Regulations for Hazardous Waste Transporters
- 40 CFR 264, EPA Regulations for Owners and Operators of Permitted Hazardous Waste Facilities
- 40 CFR 265, EPA Interim Status Standards for Owners and Operators of Hazardous Waste Facilities
- 40 CFR 266, EPA Standards for Management of Specific Hazardous Wastes and Facilities
- 40 CFR 267, EPA Interim Standards for Owners and Operators of New Hazardous Waste Land Disposal Facilities
- 40 CFR 268, EPA Regulations on Land Disposal Restrictions
- 40 CFR 273, EPA Standards for Universal Waste Management
- 40 CFR 279, EPA Standards for Managing Used Oil
- 40 CFR 761, Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
- 49 CFR 171 through 179, DOT Regulations for Transportation of Hazardous Materials

## State of Oklahoma:

- Oklahoma Solid Waste Management Act
- Oklahoma Solid Waste Management Regulations
- Oklahoma Hazardous Waste Management Act

## Oklahoma Hazardous Waste Management Rules

(c) Hazardous Waste Disposal Plans

(1) In accordance with the Oklahoma Controlled Industrial Waste Disposal Act, MMAC maintains a Controlled Industrial Waste Disposal Plan with the Oklahoma Department of Environmental Quality. Associated leased facilities currently do not routinely generate hazardous waste. A copy of the current MMAC Controlled Industrial Waste Disposal Plan is included as Attachment A. For information purposes, a listing of hazardous waste shipped for disposal during calendar year 2003 is included as Attachment B. The contractor shall be responsible for preparing any applications or documentation needed for additions or changes to the disposal plan. Fees to the State of Oklahoma associated with amendments to the plan, such as for new or one-time waste streams, will be paid in accordance with the Schedule of Supplies and Services.

(2) The contractor shall be responsible for locating appropriate facilities for management of waste materials, for completing any waste profile documents required by the facility or state where a facility is located, and for any costs incurred in the profiling process. Unless prior approval has been obtained in writing from the COTR, wastes shall be profiled and shipped directly to the waste management facility. In addition, the AMP-100 Environmental Personnel acting as Contracting Officer's Technical Representative (COTR) shall be informed and approve any fees or follow-up reports that may be required of the Aeronautical Center by the state where a facility is located prior to initiating shipment of waste to that state.

(3) All documents, applications, and correspondence concerning waste handled under this contract shall be submitted to the COTR for review and approval prior to submittal to a disposal facility or regulatory agency. The COTR shall have 3 working days for review of all documents.

(4) If feasible, the disposal method selected for each waste stream shall conform to the following priorities (preference shown highest to lowest) as applicable for the type of waste: (i) reclamation, (ii) incorporation into a fuels burning program, (iii) incineration, (iv) treatment/detoxification/fixation and (v) land disposal. If requested, the contractor shall provide information on the available disposal options for particular waste materials. Following review of the information provided, the COTR will determine the disposal option to be used.

(5) The Aeronautical Center will review waste stream profile data for each waste at least annually. Additional analyses will be performed if warranted by process or regulatory changes. Copies of the analyses will be provided to the contractor.

(6) For new or one-time waste streams, the Aeronautical Center will provide a description of the waste, Material Safety Data Sheets and a proposed sampling plan, if necessary, to the contractor. The contractor shall respond in writing within 5 working days indicating acceptance of the sampling plan or requested changes that

may be required to meet disposal facility requirements. Upon completion of the analyses, copies of the results will be provided to the contractor. Costs for disposal of materials not included in the Schedule of Supplies and Services shall be either the contractor's documented standard rate or the contractor's documented cost.

(7) For existing waste streams: (i) documents required to amend waste characterization information shall be provided within 10 working days of receipt of waste analyses or other waste characterization information, and (ii) documents required to change or add transporters or receiving facilities shall be provided at least 10 working days prior to scheduled shipment of an affected waste. For changes in receiving facilities, the contractor shall provide the information required in paragraph (c) (8).

(8) For new or one time waste streams, the contractor shall provide the following information within 10 working days of receipt of waste characterization information for the waste stream: (i) the identity of the reclamation or disposal facility that will be utilized, (ii) a description of the disposal method that will be used, (iii) waste profile applications required by the facility and/or state where the facility is located and (iv) documents needed to amend the Oklahoma Disposal Plan, if necessary. Waste profile documents, shall indicate the disposal method to be used.

(d) Removal of Waste Material (General)

(1) The contractor shall furnish all labor, materials, equipment and transportation to pack, label, load, transport and dispose of hazardous material/waste generated by Mike Monroney Aeronautical Center organizations in accordance with all applicable state and federal laws and regulations.

(2) The contractor shall identify to the Contracting Officer, a project manager and alternate who will act as a point of contact for the FAA with regard to this contract.

(3) The contractor shall schedule shipment of material within 10 working days of receipt of a written/oral delivery order, and make pickup within 15 days after receipt of the written delivery order. If shipment cannot be scheduled within the required timeframe, the contractor shall provide the following in writing to the Contracting Officer and COTR: (i) the reason for the delay and (ii) the anticipated date when the shipment will be made. This notification shall be required within 24 hours of finding the conditions causing the delay.

(4) The Aeronautical Center may perform inspections and/or audits of the contractor, transporters or disposal facilities at its discretion.

(e) Manifest/Documentation of Disposal

(1) The contractor shall provide a properly completed manifest or other appropriate shipping document for each waste shipment. The manifest and/or any other documentation concerning the shipment (such as restricted waste notification forms required by the Land Disposal Restrictions in 40 CFR Part 268) shall be provided to the COTR at least one full working day prior to the scheduled shipment. Manifests shall be prepared in accordance with 49 CFR 172.205, 40 CFR Part 262 and 40 CFR 761.208. For each waste stream on the manifest or shipping document, the waste management facility's approval number and applicable state waste stream numbers shall be noted on the manifest. All documentation shall be typewritten or neatly printed with all copies legible. The contractor shall assure that all transporters used have any required EPA identification numbers, permits, and licenses and are properly registered with the Oklahoma State Department of Health. The COTR or their designee will sign and date the generator's certification on the manifest. The transporter will sign and date the manifest or shipping document and return the generator's copy with an original signature to the COTR. The waste management facility shall return a signed copy of the manifest or shipping document indicating receipt of the material to the COTR within 35 days of the date that the waste is accepted by the initial transporter.

(2) For each shipment of waste, the contractor shall provide certification of reclamation or disposal to the COTR within 120 days of the shipment date. The certification shall include: (i) the identity of the disposal facility by name, address and EPA identification number, (ii) the identity of the waste affected by

the certification including reference to the manifest number for the shipment, (iii) a statement certifying disposition of the identified waste, including the date(s) of disposal and identifying the process used and (iv) a certification, as defined in 40 CFR 260.10, signed by a representative of the disposal facility.

(3) If a certificate of disposal cannot be provided within 120 days of the shipment date, the contractor shall provide the following in writing to the Contracting Officer: (i) the reason for the delay and (ii) the expected date the certificate of disposal will be provided.

(f) Packaging/Labeling/Marking

(1) Most wastes generated by Aeronautical Center operations are placed or collected in 55-gallon drums that will be removed by the contractor. However, drums may not be full (50 gallons or less for liquid waste) and some wastes to be shipped will be in smaller containers (generally 1, 5, and 30 gallon buckets and drums). The contractor shall furnish containers and lab pack or decant routinely generated wastes as necessary for shipment. The contractor shall be responsible for the proper disposal of empty containers generated during any decanting activities. Documentation concerning the disposal or management method that will be utilized for such containers shall be provided to the COTR upon request.

(2) Containers needed for hazardous material management tasks and emergency cleanup operations will either be provided by the government or supplied by the contractor. Cost for such containers shall be in accordance with rates in the Schedule of Supplies and Services. Cost for items not included in the Schedule of Supplies and Services shall be either the contractor's standard rate or the contractor's documented cost.

(3) Before transporting any container of waste, the contractor shall mark and label the containers in accordance with applicable requirements in 40 CFR 262.32 and Department of Transportation regulations in 49 CFR Part 172.

(g) Handling/Loading/Transportation of Material

(1) The Government shall furnish forklift equipment to tailgate material/waste onto the transporter's truck if needed.

(2) The contractor shall schedule shipment dates and times with the COTR. Shipments shall not be scheduled on Saturdays, Sundays, federal holidays, or any other day when the Aeronautical Center is closed. Shipments shall be scheduled so that all loading operations can be completed before 3:30 p.m. on the day that the shipment occurs.

(3) The contractor shall be responsible for the proper and safe handling, transportation and delivery of all hazardous material/waste consigned to him/her. This shall include, but is not limited to: (i) insuring an adequate vehicle and qualified operator is provided to safely transport all types of waste listed on the shipping documents, (ii) insuring that all vehicles are equipped with adequate first aid, fire protection, personnel safety, and spill control equipment, (iii) insuring all loads are properly secured and properly placarded, (iv) coordinating unloading of material with the receiving facility.

(h) Routine Requirements

(1) Waste Shipments: Waste material shall be removed at least quarterly. The contractor shall complete routine waste shipments within 15 days after receipt of a written delivery order. The contractor shall coordinate pickup times with the COTR.

(2) Support for Projects Involving Hazardous Material Management: The contractor shall provide as-needed support for tasks or projects involving hazardous material management activities not associated with shipment of waste material. The Contracting Officer or COTR will provide the contractor with a written scope of work for each task or project. The contractor will respond in writing within 10 days with a plan of action, proposed schedule, and itemized cost estimate for the work. The cost estimate shall utilize the unit rates for labor, supplies, and equipment in the Schedule of Supplies and Services. Cost for items or services not included in the Schedule of Supplies and Services shall be either the contractor's documented standard rate or the contractor's documented cost. The government reserves the right to comment, request clarification, or reject the proposal. Following acceptance of the contractor's proposal by the government, the contracting officer will issue a written delivery order. Unless noted otherwise in the delivery order, work shall begin within 10 days of issuance of the delivery order and proceed according to the approved plan of action and schedule until completion. The contractor shall maintain daily logs documenting personnel activities and equipment/supplies used for the project. Completed logs shall be provided to the COTR within 3 days of completion of the project.

(i) Emergency Situations

(1) In the event of an emergency situation, the contracting officer or COTR will notify the contractor of the type and classification of situation which exists. Notification will be made by phone, pager, facsimile, or other means necessary. Classifications of emergency situations are described in the following paragraphs.

(2) Emergency-Immediate Response: In the event of an emergency situation requiring immediate remedial action activities, the contractor will be required to respond with a project manager on-site within three hours and response personnel and equipment on-site within six-hours from the time of initial notification. The contractor shall be required to meet this response time on a 24-hour, 7-days a week basis. Response time shall begin upon notification. The scope of the contractor's initial response shall be discussed with and approved by the COTR prior to the contractor's mobilization, preferably at the time of notification. Within eight hours of the contractor's initial response, the contractor's project manager shall supply the COTR with a plan of action and cost estimate, utilizing the rates in the Schedule of Supplies and Services, for the required response activities. Cost for items or services not included in the Schedule of Supplies and Services shall be either the contractor's documented standard rate or the contractor's documented cost. The contractor's level of effort shall not exceed that in the plan of action and cost estimate without receiving prior approval from the COTR. The contractor shall maintain daily logs documenting personnel activities and equipment/supplies used for the project. Completed logs shall be provided to the COTR within 3 days of completion of the project.



(3) **Emergency-Delayed Response:** For emergency situations which do not require immediate mobilization of contractor resources, the contractor's project manager shall coordinate with the COTR to develop a plan of action and cost estimate, utilizing the rates in the Schedule of Supplies and Services, for the incident. Cost for items or services not included in the Schedule of Supplies and Services shall be either the contractor's documented standard rate or the contractor's documented cost. Response time shall begin upon mobilization of contractor resources for response activities. Once response activities begin, contractor services shall be available 24-hours, 7-days a week if needed based on necessary response activities for the incident. The contractor's level of effort shall not exceed that in the plan of action and cost estimate without receiving prior approval from the COTR. The contractor shall maintain daily logs documenting personnel activities and equipment/supplies used for the project. Completed logs shall be provided to the COTR within 3 days of completion of the project.

(4) **On-Site Spills:** If a spill occurs during the contractor's on-site activities, the contractor shall immediately: (i) secure the area to contain the spill if possible, (ii) notify the Aeronautical Center Security Office at (405) 954-3444, (iii) notify the Contracting Officer or COTR, and (iv) proceed with cleanup of the spill. The contractor shall be responsible for costs associated with cleanup of spills which are caused by activities or factors which are under his control.

(5) **Off-Site Incidents:** The contractor shall comply with Department of Transportation (DOT), EPA, state, and other regulatory requirements concerning reporting and remediation of accidental discharges and spills of Aeronautical Center waste materials which occur off-site. The contractor shall notify the Contracting Officer or COTR within two hours of the incident and provide a complete written report concerning the incident and remedial action taken to the COTR within one week of the incident.

(j) Health and Safety Plan Requirements

If required by the nature of the work being performed or the statement of work for a particular project, the contractor shall prepare a site-specific Health and Safety Plan (HASP) in accordance with the requirements identified in Attachment C.

(k) Salvage

(1) The contractor will be allowed to salvage any or all unused hazardous material products to be shipped in accordance with the contract for the purpose of use or resale.

(2) The contractor shall notify the COTR of the intention to salvage any material within 10 days of receipt of waste characterization information. A Bill of Lading or similar document reflecting the identity of the material and its destination shall be provided prior to transportation of the material off-site.

(1) Quality Provisions

(1) The project manager and alternate and subcontracted firms described in the offeror's proposal may not be substituted without first obtaining written approval from the COTR. Requests for substitution of the project manager or alternate shall be made in writing, must state the reason for the change and include the qualifications of the person to be substituted.

(2) The contractor shall be required to perform a compliance audit of transporters and waste management facilities at least annually and provide a written report to the COTR. The audit shall be conducted utilizing a protocol which, at a minimum, addresses management activities and applicable regulatory requirements for the type of activities being evaluated and shall include a site visit (except a site visit will not be required for infrequently used transporters or waste management facilities receiving small amounts of waste where the contractor can demonstrate compliance to the COTR utilizing other data, such as recent EPA inspection reports).

(3) The waste disposal method identified for a particular waste may not be changed without obtaining written approval from the COTR. A request to change a disposal method must include a written justification explaining the reason for the change be documented with updated information required in paragraph (c) (8).

(4) Except for transportation services, all work at Aeronautical Center facilities will be conducted by employees of the contractor and shall not be subcontracted unless use of subcontractor personnel has been justified in the contractor's plan of action for a specific project and prior approval has been obtained from the COTR.

**3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make the full text available, or offerors and contractors may obtain the full text via Internet at <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

PART I - SECTION D - PACKAGING AND MARKING

## D.1 Packaging/Labeling/Marking

Packaging, labeling, and marking shall be in accordance with Part I, Section C.1(f) above.

PART I - SECTION E - INSPECTION AND ACCEPTANCE

## E.1 Inspection and Acceptance

(a) The services to be performed by the contractor during the period of performance of this contract shall at all times and places be subject to inspection by the Contracting Officer or their designated Contracting Officer Technical Representative (COTR).

(b) Notwithstanding the requirement for Government inspection the contractor shall perform the inspections and tests required to substantiate that the services and supplies provided under this contract conform to the specifications and contract requirements contained herein.

(c) The designated COTR is responsible for the Government inspection system and for final acceptance of all work required under the contract.

Clauses and/or Provisions incorporated by reference IAW FAA Clause 3.1-1:

3.10.4-4 Inspection of Services -Both Fixed Price-Price & Cost Reimbursement (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

## F.1 Time of Performance

The Government requires services to be performed in accordance with Part I, Section C.1(h) and (i)

## F.2 Authorized Performance (Jan 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

## F.3 Change to Individual Delivery Order Schedule (Jan 1997)

CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's

option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.4 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from date of award.

## F.5 Accelerated Delivery (Jan 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

Clauses and/or Provisions incorporated by reference IAW FAA Clause 3.1-3:

3.10.1-9 Stop-Work Order (Oct 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

## G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-240)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Attn: Marla Noak, AMP-100  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
  - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
  - (3) Extended totals for invoiced quantities.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.3 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002)  
CENTER (MMAC)

CLA.4550

- (a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.
- (b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.
- (c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).
- (d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PLACE OF DISPOSAL

- (a) The contractor shall identify the name, location, EPA ID No., and applicable process or processes (Reclamation, Fuels Blending, Incineration, Treatment, etc.) for each facility the contractor intends to use for disposal of hazardous material/waste in the table below.

FACILITY NAME	LOCATION	EPA ID NO.	PROCESS
SET Environmental, Inc.	Houston, TX	[REDACTED]	Reclamation, Fuel Blending
			Neutralization, Incineration
			Oxidation/Reduction, Hydrolysis
			Repacking, Storage
Onyx Special Services	Phoenix, AZ	[REDACTED]	TSCA and Non-TSCA PCB's
			Electronics Recycling

- (b) The offeror shall identify the name, address and EPA ID No. of transporters planned to be used for shipment of hazardous material/waste in the table below:

TRANSPORTER NAME	ADDRESS	EPA ID NO.
Caldwell Environmental	1100 N. Main, Noble, OK 73068	
SET Environmental	5738 Cheswood, Houston, TX 77087	
SET Environmental	450 Sumac Road, Wheeling, IL 60090	
Onyx Special Services	1 Eden Lane, Flanders, NJ 07836	

H.3 NOTIFICATION OF CRIMINAL ACTIVITY BY  
CONTRACT EMPLOYEE (JUL 2001)

CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.4 SAFETY AND HEALTH (JUN 2002)

CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19B and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.